

REPORT / RECOMMENDATION



To: **MAYOR AND COUNCIL**

Agenda Item #: IV.D.

From: Sherry Engelman, R.S. Community Health Administrator

Action ☒

Discussion ☐

Information ☐

Date: January 22, 2013

Subject: 2013 Community Health Services Agreement Language Correction

Action Requested:

Approve language correction to the 2013 Community Health Services Agreement with Bloomington.

Information / Background:

Council approved the 2013 Community Health Services Agreement with Bloomington at the November 20, 2012 council meeting. Standard language defining Title V Maternal Child Health (MCH) and Temporary Assistance to Needy Families (TANF) for qualifying women, infants and children, and adults was inadvertently deleted from the agreement during the drafting process. This language has been included in all previous CHS agreements and corrections have been made to reinstate this language back into the 2013 Agreement.

The cost of the 2013 Agreement approved on November 20, 2012 remains unchanged.

The City Attorney has reviewed and approved the agreement language correction.

ATTACHMENTS (pdf):

Revised 2013 Community Health Services Agreement

November 20, 2012 Report/Recommendation

Revised

AGREEMENT BETWEEN
THE CITIES OF BLOOMINGTON AND EDINA
TO PROVIDE COMMUNITY HEALTH SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____,
_____, by and between the City of Bloomington, a Minnesota municipal corporation, in the
County of Hennepin, State of Minnesota ("Bloomington"), and the City of Edina, a Minnesota
municipal corporation, in the County of Hennepin, State of Minnesota ("Edina").

WITNESSETH:

WHEREAS, Bloomington warrants and represents that its Division of Public Health is a
duly certified public health agency operating in accordance with all applicable federal and state
requirements; and

WHEREAS, Bloomington provides community health services, including, but not limited
to public health nursing services (including home visits), public health clinics, health education,
health promotion services, disease prevention and control, health planning, and program
administration; and

WHEREAS, Edina wishes to promote, support, and maintain the health of its residents by
providing community health services such as health education, communicable disease programs,
public health nursing services, health assessment, counseling, teaching, and evaluation in the
community, home and clinic setting at a nominal fee to those making use of such services, and to
contract with Bloomington, through its Division of Public Health, to provide such services to
residents of Edina; and

WHEREAS, the governing bodies of Bloomington and Edina are authorized by
Minnesota Statutes, Section 145A.04, Subdivision 5, and by Minnesota Statutes, Section 471.59,
Subdivision 10, to provide community health services and to enter into agreements with each
other for the providing by Bloomington of community health services to residents of Edina; and

WHEREAS, through this contractual arrangement the provision of community health services will enable Edina to document progress toward the achievement of statewide outcomes, as stated in Minnesota Statutes, Section 145A.10, Subdivision 5.

NOW, THEREFORE, the parties hereto, and for consideration of the covenants hereinafter set forth, agree as follows:

1. This Agreement shall be for a period of from January 1, 2013, to December 31, 2013.
2. Bloomington, through its Division of Public Health, agrees to provide residents of Edina with community health services (hereinafter called "Health Services"), which includes activities designed to protect and promote the health of the general population within a community health service area by emphasizing the prevention of disease, injury, disability, and preventable death through the promotion of effective coordination and use of community resources, and by extending Health Services into the community.
3. Bloomington, through its Division of Public Health, will provide services to Edina for Title V Maternal Child Health (MCH) and Temporary Assistance to Needy Families (TANF) to qualifying women, infants and children and adolescents. Edina agrees to assign its rights to Minnesota Department of Health (MDH) funding provided for the MCH and TANF programs for fiscal year 2013. Bloomington will complete all required services, reports and documentation for these programs and will directly invoice MDH for the MCH and TANF services for up to \$74,079 that Bloomington provides to Edina residents.
4. Bloomington agrees to provide Health Services to the residents of Edina utilizing the same quality and kind of personnel, equipment and facilities as Health Services are provided and rendered to residents of Bloomington.
5. Bloomington shall provide the Health Services pursuant hereto on a confidential basis, using capable, trained professionals.
6. All Health Services to be rendered hereunder by Bloomington shall be rendered pursuant to and subject to public health policies, rules, and procedures now or hereafter, from time to time, adopted by the Bloomington City Council, and in full compliance with all

applicable state and federal laws, provided, however, that (i) no policy, rule, or procedure hereafter adopted by the Bloomington City Council shall in any way affect, modify, or change the obligations, duties, liabilities, or rights of the parties hereto as set out in this Agreement, or reduce or detract from the kind, quality, and quantity of Health Services to be provided hereunder by Bloomington to residents of Edina, and (ii) all such policies, rules and procedures shall be uniformly applied to all persons receiving Health Services from Bloomington, whether residents of Edina, Bloomington, or any other municipality. Edina agrees to adopt the same policies, rules, and procedures as are from time to time adopted by Bloomington, if determined by Edina to be necessary or desirable to facilitate or regulate the provision of Health Services by Bloomington to residents of Edina pursuant hereto.

7. Edina agrees to pay Bloomington, for Health Services provided pursuant to this Agreement according to the following terms:

a. The annual sum of ONE HUNDRED EIGHTY-NINE THOUSAND, TWO HUNDRED SEVENTEEN DOLLARS AND NO/100 (\$189,217.00) shall be paid in quarterly payments of FORTY-SEVEN THOUSAND, THREE HUNDRED FOUR DOLLARS AND 25/100 (\$47,304.25) to Bloomington within fifteen (15) days of the receipt by Edina of each of the statements to be given pursuant to Paragraph 6.B hereof, subject, however, to the provisions of Paragraph 6.C hereof.

b. On April 15, July 15, and October 15, 2013 and on January 15, 2014, Bloomington shall send Edina a statement, certified by Bloomington's Division of Public Health as being true and correct, and covering the period of three (3) calendar months preceding the month in which the statement is given. The statement will set forth, in such detail as Edina shall reasonably require, the numbers of persons served, the kinds of Health Services delivered, the locations where such services were delivered, and such other information as Edina shall reasonably request.

c. Should any dispute arise over this Agreement, Edina shall pay for any undisputed charges for the previous three (3) month period when due. Disputed amounts will be addressed

by both parties. If no agreeable solution is reached, the dispute will be handled pursuant to Paragraph 21.

8. In the event Edina desires to inspect the financial books and records of Bloomington related to the providing of Health Services hereunder by Bloomington, Bloomington shall make its financial books and records available at the Bloomington City Hall for inspection and copying by Edina, or any agent, employee, or representative of Edina, during business hours.

9. It shall be the sole responsibility of Bloomington to determine the qualifications, functions, training, and performance standards for all personnel rendering Health Services under this Agreement; provided, however, that Bloomington agrees that all such personnel shall be capable, trained professionals.

10. Bloomington will communicate with Edina relative to Health Services to be performed hereunder, in the form of reports, conferences, or consultations, as the respective Edina departments shall request. All reports relating to the providing of Health Services that are given by Bloomington to the Bloomington City Council or to the City Manager during the term of this Agreement shall also be given to Edina.

11. Bloomington also agrees to send to Edina an annual report describing the activities performed and Health Services rendered pursuant to this Agreement. Such report shall be in such detail and form as Edina may reasonably request. The annual report shall be sent with and in addition to the last quarterly report acquired by Paragraph 6.B hereof. Also, at Edina's request, made not more than two (2) times during the term of this Agreement, responsible administrative officers of Bloomington's Division of Public Health shall attend meetings of the Edina City Council, or appropriate board or commission, to answer questions and give further information relative to the activities performed and Health Services rendered under this Agreement.

12. Bloomington hereby agrees to maintain in force its present policy of commercial general liability insurance in compliance with Minnesota Statutes, Section 466, and professional liability coverage in the amount of \$1,000,000 per occurrence for the term of this contract. Said policy shall be with an insurance company authorized to do business in Minnesota. If requested,

the City of Bloomington will provide a certificate of insurance evidencing such coverage. Upon request, Edina may be named as an additional insured on Bloomington's commercial general liability insurance only.

13. Bloomington shall further require medical malpractice insurance coverage by its physicians and other licensed professionals with whom Bloomington has a contract for professional services.

14. Either party may terminate the Agreement by providing the other party one hundred twenty (120) days written notice to the other. Upon such termination, all obligations and liabilities of the parties hereunder shall cease and terminate, except the provisions of Paragraph 11 and 12 hereof shall continue and survive such termination. Also, in the event of termination pursuant hereto, the quarterly payment next due shall be prorated and paid for only the period ended on the date of termination, and Bloomington shall send to Edina, within thirty (30) days after such termination, a report in the form of, and in lieu of, the annual report required by Paragraph 11 hereto, and Edina shall pay such reduced quarterly payment for the period ended on the date of termination, within fifteen (15) days after receipt of report.

15. Bloomington and Edina understand and agree that each shall apply and qualify, independently and separately, for any and all grants, matching funds, and/or payments of all kind from state, federal, and other governmental bodies relating to, or for the provision of, any or all of the Health Services, and any and all such grants, matching funds, and payments shall belong to the recipient and be used and applied as the recipient thereof shall determine, without regard to this Agreement.

16. All notices, reports, or demands required or permitted to be given under this Agreement shall be in writing and shall be deemed to be given when delivered personally to an officer of the party to which notice is being given, or when deposited in the United States mail in a sealed envelope, with registered or certified mail, postage prepaid thereon, addressed to the parties at the following addresses:

To Bloomington: 1800 West Old Shakopee Road
Bloomington, Minnesota 55431
Attention: City Manager

To Edina: 4801 West 50th Street
Edina, Minnesota 55424
Attention: City Manager

Such addresses may be changed by either party upon notice to the other party given as herein provided.

17. The parties agree to comply with the following laws and regulations:

a. Edina agrees to comply with the Americans With Disabilities Act and agrees to hold harmless and indemnify the City of Bloomington from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought by third parties alleging a violation of ADA by Edina. Bloomington agrees to hold harmless and indemnify Edina from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought by third parties alleging a violation of ADA by Bloomington. The parties duties to indemnify and hold harmless are subject to the limitations, immunities and defenses in Minnesota Statute Chapter 466. The City of Bloomington does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its services, programs, or activities. Bloomington has designated coordinators to facilitate compliance with the Americans With Disabilities Act of 1990 (ADA), as required by Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, as mandated by Section 8.53 of the U.S. Department of Housing and Urban Development regulations. For information contact the Human Services Division, City of Bloomington, 1800 Old West Shakopee Road, Bloomington, Minnesota 55431; telephone (952) 563-8700; TTY: (952) 563-8740.

b. The parties agree to comply with the Minnesota State Human Rights Act, Minnesota Statutes, Section 363A.

18. The parties agree that this Agreement shall not be assignable except at the written consent of both parties.

19. This Agreement represents the entire Agreement between Edina and Bloomington and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof; and amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.

20. Each party will comply with all applicable provisions of the Minnesota Government Data Practices Act, Chapter 13 of the Minnesota Statutes.

21. Bloomington agrees to defend, indemnify, and hold harmless Edina against any and all claims, liability, loss, damage, or expense, including reasonable attorney's fees, arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of Bloomington and Bloomington employees or agents. Edina agrees to defend, indemnify, and hold harmless Bloomington against any and all claims, liability, loss, damage, or expense, including reasonable attorney's fees, arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of Edina and Edina employees or agents. Both parties to this Agreement recognize that liability for any claims arising under this Agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties.

22. Bloomington and Edina agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation. The mediation shall be conducted through the Conflict Resolution Center, 2101 Hennepin Avenue, Suite 100, Minneapolis, Minnesota 55405. The parties hereto shall decide whether mediation shall be binding or non-binding. If the parties cannot reach agreement, mediation shall be non-binding. In the event mediation is unsuccessful, either party may exercise its legal or equitable

remedies and may commence such action prior to the expiration of the applicable statute of limitations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and their corporate seal to be affixed hereto the day and year first above written.

CITY OF BLOOMINGTON:

Dated: _____

By: _____
Its Mayor

Dated: _____

By: _____
Its City Manager

Reviewed and approved by the City Attorney.

City Attorney

CITY OF EDINA:

Dated: _____

By: _____
Its Mayor

Dated: _____

By: _____
Its City Manager

REPORT / RECOMMENDATION



To: MAYOR AND COUNCIL

Agenda Item #: IV.I.

From: Sherry Engelman, R.S. Community Health Administrator

Action ☒
Discussion ☐
Information ☐

Date: November 20, 2012

Subject: Renew Community Health Services Agreement with Bloomington Public Health Division

Action Requested:

Renew Community Health Services Agreement with Bloomington Public Health Division for \$189,217 for calendar year 2013.

Information / Background:

The 2013 Agreement cost is \$189,217 which allows for a three percent adjustment from the 2012 cost. This is the first cost adjustment since 2009. The costs for these services are offset by the 2013 Community Health Services Grant funding of \$118,977 and local general fund.

Community Health Services are delivered to Edina residents of all ages through senior health promotions, vulnerable adult assessments, public health nurse clinics, high risk home assessments, and community health educational opportunities. In addition, Bloomington Public Health works closely with Edina schools and daycares to increase youth assets and help prevent high risk behaviors, they provide outreach to new parents with high risk children, and administer the WIC Program, a food and nutrition program for pregnant women, infants and children in need. Services such as health screenings, health promotions and immunizations for elderly are coordinated with the Edina Senior Center and senior living complexes. The public health nurses also coordinate with Edina Police, Fire and Health Departments regarding vulnerable adult assessments, partner with the Edina Resource Center to connect residents with resources and services, and counsel with parish nurses and faith communities.

By City Council request, the Community Health Committee met with Bloomington Public Health throughout the year and on October 17, to review and evaluate these community health services and programs. Bloomington gave a thorough presentation of the services and programs they provide and had staff on hand to answer questions. The Committee determined that Bloomington provides a variety of valuable programs and excellent service to the residents of Edina and agreed unanimously to support continuing the contract services.

Item IV.I. Renew Community Health Services Agreement With Bloomington
Page 2 of 2

The City Attorney has reviewed and approved the agreement.

ATTACHMENTS (pdf):

Community Health Services Agreement

Community Health Committee Draft Minutes October 17, 2012

Original

AGREEMENT BETWEEN
THE CITIES OF BLOOMINGTON AND EDINA
TO PROVIDE COMMUNITY HEALTH SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____,
_____, by and between the City of Bloomington, a Minnesota municipal corporation, in the
County of Hennepin, State of Minnesota ("Bloomington"), and the City of Edina, a Minnesota
municipal corporation, in the County of Hennepin, State of Minnesota ("Edina").

WITNESSETH:

WHEREAS, Bloomington warrants and represents that its Division of Public Health is a
duly certified public health agency operating in accordance with all applicable federal and state
requirements; and

WHEREAS, Bloomington provides community health services, including, but not limited
to public health nursing services (including home visits), public health clinics, health education,
health promotion services, disease prevention and control, health planning, and program
administration; and

WHEREAS, Edina wishes to promote, support, and maintain the health of its residents by
providing community health services such as health education, communicable disease programs,
public health nursing services, health assessment, counseling, teaching, and evaluation in the
community, home and clinic setting at a nominal fee to those making use of such services, and to
contract with Bloomington, through its Division of Public Health, to provide such services to
residents of Edina; and

WHEREAS, the governing bodies of Bloomington and Edina are authorized by
Minnesota Statutes, Section 145A.04, Subdivision 5, and by Minnesota Statutes, Section 471.59,
Subdivision 10, to provide community health services and to enter into agreements with each
other for the providing by Bloomington of community health services to residents of Edina; and

WHEREAS, through this contractual arrangement the provision of community health services will enable Edina to document progress toward the achievement of statewide outcomes, as stated in Minnesota Statutes, Section 145A.10, Subdivision 5.

NOW, THEREFORE, the parties hereto, and for consideration of the covenants hereinafter set forth, agree as follows:

1. This Agreement shall be for a period of from January 1, 2013, to December 31, 2013.
2. Bloomington, through its Division of Public Health, agrees to provide residents of Edina with community health services (hereinafter called "Health Services"), which includes activities designed to protect and promote the health of the general population within a community health service area by emphasizing the prevention of disease, injury, disability, and preventable death through the promotion of effective coordination and use of community resources, and by extending Health Services into the community.
3. Bloomington agrees to provide Health Services to the residents of Edina utilizing the same quality and kind of personnel, equipment and facilities as Health Services are provided and rendered to residents of Bloomington.
4. Bloomington shall provide the Health Services pursuant hereto on a confidential basis, using capable, trained professionals.
5. All Health Services to be rendered hereunder by Bloomington shall be rendered pursuant to and subject to public health policies, rules, and procedures now or hereafter, from time to time, adopted by the Bloomington City Council, and in full compliance with all applicable state and federal laws, provided, however, that (i) no policy, rule, or procedure hereafter adopted by the Bloomington City Council shall in any way affect, modify, or change the obligations, duties, liabilities, or rights of the parties hereto as set out in this Agreement, or reduce or detract from the kind, quality, and quantity of Health Services to be provided hereunder by Bloomington to residents of Edina, and (ii) all such policies, rules and procedures shall be uniformly applied to all persons receiving Health Services from Bloomington, whether residents of Edina, Bloomington, or any other municipality. Edina agrees to adopt the same policies, rules,

and procedures as are from time to time adopted by Bloomington, if determined by Edina to be necessary or desirable to facilitate or regulate the provision of Health Services by Bloomington to residents of Edina pursuant hereto.

6. Edina agrees to pay Bloomington, for Health Services provided pursuant to this Agreement according to the following terms:

a. The annual sum of ONE HUNDRED EIGHTY-NINE THOUSAND, TWO HUNDRED SEVENTEEN DOLLARS AND NO/100 (\$189,217.00) shall be paid in quarterly payments of FORTY-SEVEN THOUSAND, THREE HUNDRED FOUR DOLLARS AND 25/100 (\$47,304.25) to Bloomington within fifteen (15) days of the receipt by Edina of each of the statements to be given pursuant to Paragraph 6.B hereof, subject, however, to the provisions of Paragraph 6.C hereof.

b. On April 15, July 15, and October 15, 2013 and on January 15, 2014, Bloomington shall send Edina a statement, certified by Bloomington's Division of Public Health as being true and correct, and covering the period of three (3) calendar months preceding the month in which the statement is given. The statement will set forth, in such detail as Edina shall reasonably require, the numbers of persons served, the kinds of Health Services delivered, the locations where such services were delivered, and such other information as Edina shall reasonably request.

c. Should any dispute arise over this Agreement, Edina shall pay for any undisputed charges for the previous three (3) month period when due. Disputed amounts will be addressed by both parties. If no agreeable solution is reached, the dispute will be handled pursuant to Paragraph 21.

7. In the event Edina desires to inspect the financial books and records of Bloomington related to the providing of Health Services hereunder by Bloomington, Bloomington shall make its financial books and records available at the Bloomington City Hall for inspection and copying by Edina, or any agent, employee, or representative of Edina, during business hours.

8. It shall be the sole responsibility of Bloomington to determine the qualifications, functions, training, and performance standards for all personnel rendering Health Services under this Agreement; provided, however, that Bloomington agrees that all such personnel shall be capable, trained professionals.

9. Bloomington will communicate with Edina relative to Health Services to be performed hereunder, in the form of reports, conferences, or consultations, as the respective Edina departments shall request. All reports relating to the providing of Health Services that are given by Bloomington to the Bloomington City Council or to the City Manager during the term of this Agreement shall also be given to Edina.

10. Bloomington also agrees to send to Edina an annual report describing the activities performed and Health Services rendered pursuant to this Agreement. Such report shall be in such detail and form as Edina may reasonably request. The annual report shall be sent with and in addition to the last quarterly report acquired by Paragraph 6.B hereof. Also, at Edina's request, made not more than two (2) times during the term of this Agreement, responsible administrative officers of Bloomington's Division of Public Health shall attend meetings of the Edina City Council, or appropriate board or commission, to answer questions and give further information relative to the activities performed and Health Services rendered under this Agreement.

11. Bloomington hereby agrees to maintain in force its present policy of commercial general liability insurance in compliance with Minnesota Statutes, Section 466, and professional liability coverage in the amount of \$1,000,000 per occurrence for the term of this contract. Said policy shall be with an insurance company authorized to do business in Minnesota. If requested, the City of Bloomington will provide a certificate of insurance evidencing such coverage. Upon request, Edina may be named as an additional insured on Bloomington's commercial general liability insurance only.

12. Bloomington shall further require medical malpractice insurance coverage by its physicians and other licensed professionals with whom Bloomington has a contract for professional services.

13. Either party may terminate the Agreement by providing the other party one hundred twenty (120) days written notice to the other. Upon such termination, all obligations and liabilities of the parties hereunder shall cease and terminate, except the provisions of Paragraph 11 and 12 hereof shall continue and survive such termination. Also, in the event of termination pursuant hereto, the quarterly payment next due shall be prorated and paid for only the period ended on the date of termination, and Bloomington shall send to Edina, within thirty (30) days after such termination, a report in the form of, and in lieu of, the annual report required by Paragraph 11 hereto, and Edina shall pay such reduced quarterly payment for the period ended on the date of termination, within fifteen (15) days after receipt of report.

14. Bloomington and Edina understand and agree that each shall apply and qualify, independently and separately, for any and all grants, matching funds, and/or payments of all kind from state, federal, and other governmental bodies relating to, or for the provision of, any or all of the Health Services, and any and all such grants, matching funds, and payments shall belong to the recipient and be used and applied as the recipient thereof shall determine, without regard to this Agreement.

15. All notices, reports, or demands required or permitted to be given under this Agreement shall be in writing and shall be deemed to be given when delivered personally to an officer of the party to which notice is being given, or when deposited in the United States mail in a sealed envelope, with registered or certified mail, postage prepaid thereon, addressed to the parties at the following addresses:

To Bloomington: 1800 West Old Shakopee Road
Bloomington, Minnesota 55431
Attention: City Manager

To Edina: 4801 West 50th Street
Edina, Minnesota 55424
Attention: City Manager

Such addresses may be changed by either party upon notice to the other party given as herein provided.

16. The parties agree to comply with the following laws and regulations:

a. Edina agrees to comply with the Americans With Disabilities Act and agrees to hold harmless and indemnify the City of Bloomington from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought by third parties alleging a violation of ADA by Edina. Bloomington agrees to hold harmless and indemnify Edina from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought by third parties alleging a violation of ADA by Bloomington. The parties duties to indemnify and hold harmless are subject to the limitations, immunities and defenses in Minnesota Statute Chapter 466. The City of Bloomington does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its services, programs, or activities. Bloomington has designated coordinators to facilitate compliance with the Americans With Disabilities Act of 1990 (ADA), as required by Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, as mandated by Section 8.53 of the U.S. Department of Housing and Urban Development regulations. For information contact the Human Services Division, City of Bloomington, 1800 Old West Shakopee Road, Bloomington, Minnesota 55431; telephone (952) 563-8700; TTY: (952) 563-8740.

b. The parties agree to comply with the Minnesota State Human Rights Act, Minnesota Statutes, Section 363A.

17. The parties agree that this Agreement shall not be assignable except at the written consent of both parties.

18. This Agreement represents the entire Agreement between Edina and Bloomington and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof; and amendments, addenda, alterations, or

modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.

19. Each party will comply with all applicable provisions of the Minnesota Government Data Practices Act, Chapter 13 of the Minnesota Statutes.

20. Bloomington agrees to defend, indemnify, and hold harmless Edina against any and all claims, liability, loss, damage, or expense, including reasonable attorney's fees, arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of Bloomington and Bloomington employees or agents. Edina agrees to defend, indemnify, and hold harmless Bloomington against any and all claims, liability, loss, damage, or expense, including reasonable attorney's fees, arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of Edina and Edina employees or agents. Both parties to this Agreement recognize that liability for any claims arising under this Agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties.

21. Bloomington and Edina agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation. The mediation shall be conducted through the Conflict Resolution Center, 2101 Hennepin Avenue, Suite 100, Minneapolis, Minnesota 55405. The parties hereto shall decide whether mediation shall be binding or non-binding. If the parties cannot reach agreement, mediation shall be non-binding. In the event mediation is unsuccessful, either party may exercise its legal or equitable remedies and may commence such action prior to the expiration of the applicable statute of limitations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and their corporate seal to be affixed hereto the day and year first above written.

CITY OF BLOOMINGTON;

Dated: _____

By: _____
Its Mayor

Dated: _____

By: _____
Its City Manager

Reviewed and approved by the City Attorney.

City Attorney

CITY OF EDINA;

Dated: _____

By: _____
Its Mayor

Dated: _____

By: _____
Its City Manager

**MINUTES
COMMUNITY HEALTH COMMITTEE
CITY HALL MAYORS CONFERENCE ROOM
October 17, 2012 6:30 PM**

I. CALL TO ORDER

Chair Doscotch welcomed members and called the meeting to order at 6:30 pm.

II. ROLL CALL

Answering roll call were members Jeff Bartleson, Matt Doscotch, Jan Johnson, Mary Jo Kingston, Nancy Ott-Pinckaers, Carolyn Peterson.

III. APPROVAL OF MEETING AGENDA

Motion by Member Peterson and second by Member Ott-Pinckaers to approve the meeting agenda. All voted aye.

IV. ADOPTION OF CONSENT AGENDA

Motion by Member Ott-Pinckers and second by Member Johnson to approve consent agenda item IV.A. Approval of Minutes – Regular Meeting September 11, 2012. All voted aye.

V. COMMUNITY COMMENT

None presented.

VI. REPORTS /RECOMMENDATIONS

A. Karen Zeleznak, Bloomington Public Health Director, gave a presentation on the community health and nursing services they provide to the City of Edina. Ms. Zeleznak gave a historical perspective of Community Health Services (CHS) funding for city/county public health services. The designated funds must be directed to specific community health programs. Included in these services are Community Health Assessment, Adult and Senior Services, Help Me Grow Program (child development), Safety Net of Services, (qualification depends on income), Women's Health Program, Clinical and Immunization Services, Maternal Child Health, Health Promotion (targeting youth), Creating A Voice (youth assets) and Nurse Clinics (replaced Home Care Program). Also discussed were the quarterly and annual reports. Bloomington staff is involved with the school district, the Edina Resource Center, the Edina Senior Center, faith based organizations and several community groups. Ms. Zeleznak discussed the Statewide Health Improvement Program (SHIP), Tri-City Partners activities, community readiness for kids not doing drugs and additional information about the varied programs and their impact on the community.

Also discussed was the partnership with Tri-City Partners and campaigns such as Edina Sober Squad, Together We Stand, and Raising Drug Free Kids to connect with youth. General information on the Women, Infants and Children program and also the Sage Screening program for breast and cervical cancer was presented.

Ms. Zeleznak reviewed work with the Edina Seniors Program, efforts toward independent senior living, and methods to find seniors in need of assistance. Work is coordinated with Edina police, fire and health departments, local churches, family members, and adult protection for the quickest delivery of assistance to needy seniors.

Ms. Zeleznak also discussed recent pertussis cases in Edina schools, meningitis outbreak, annual flu and pneumonia immunization clinics, planning for "aging" and the Hennepin County Shape Survey on child health.

B. Lisa Brodsky, Bloomington Public Health Emergency Preparedness Coordinator, gave a presentation on the public health emergency preparedness services provided to the City of Edina. Key aspects include planning for ability to respond to public health emergencies, evaluating resident's ability to respond to emergencies, planning for and exercising distribution of medication, vaccines and supplies, developing and preparing methods to deliver emergency messages to the public, planning communication to reach special populations such as limited English speaking, seniors, people with disabilities, building relationships with Police, Fire and Emergency management. A volunteer Medical Reserve Corp was established and an emergency preparedness tool kit for faith based communities, Ready, Set, Go was developed. An example of public health emergency preparedness response is the recent H1N1 outbreak. Response actions included coordination with the Minnesota Department of Health, public messages regarding importance of vaccination and antiviral distribution to individuals in priority groups including

those uninsured and underinsured, and organizing and conducting timely mass vaccination clinics in local schools. Focus this year has been planning for care of vulnerable populations and air conditioning options in the event of extreme heat.

Member Peterson said Bloomington Public Health is an asset to Edina providing a high level of service to all residents, young and old. The Community Health Committee fully supports the professional efforts of Bloomington Public Health and highly endorses renewing services with them for 2011. Member Peterson said that Edina invested wisely in Bloomington Public Health to provide these important services in our community. Member Peterson made a motion to recommend approval of continued contract services with Bloomington Public Health for 2013. Motion was seconded by Member Ott-Pinckaers. All voted aye.

Chair Doscotch thanked Zeleznak and her staff for their presentations and for the wide variety of programs, community involvement, and excellent service they provide to the City of Edina.

C. Ruth Tripp, SHIP Grant Coordinator, submitted a written update on current Edina SHIP activities. Current projects include 1) a Community Food Partnership and Community Food Assessment & Taskforce to determine food access/affordability needs of low-income residents, 2) active transportation policy and 3) Safe Routes To School consultant study.

D. Sara Maaske, do.town, gave an update on current do.town activities and initiatives in Edina. Included are 1) an upcoming survey regarding concession choices users want at Braemar Arena and Braemar Golf Course, 2) potential partnership with YMCA for a pilot community garden at Yorktown Park, 3) Safe Routes To School and Walk To School day at elementary schools, 4) resident petitions supporting possible trails and playground equipment in Lake Edina Park and Council support to finance such in the CIP, 5) support of franchise fees to fund future pedestrian and bicycle projects and 6) parent meetings to discuss healthier school food.

E. Healthy Eating Active Living Resolution review was tabled for future meeting. Chair Doscotch provided a draft letter of recommendation to Council in support of a pilot community garden at Yorktown Park. All members agreed that a community garden should be piloted based on petitions of interest received through do.town and positive impacts on residents regarding healthy eating, active living and social connectedness. Members were supportive of school based gardens with incorporated curriculums and agreed that a pilot community garden should also encompass a curriculum possibly implemented through the Parks & Recreation's excellent programming. Liaison Engelman indicated that this would provide an opportunity for the Community Health Committee to work with the Park Board. A motion was made by Member Ott-Pinckaers to approve the draft letter of recommendation. Member Kingston seconded the motion. All voted aye.

F. Omitted

G. Liaison Engelman gave an update on the draft 2013 CHC Work Plan. New initiatives to the 2013 work plan are 1) develop a health vision for the city, and 2) continue research work of subgroups on youth health, seniors and aging health, and general health for gaps in our system. The youth subgroup discussed bullying as one topic of concern on their agenda and the senior subgroup will work on transportation. The Council will review and finalize all Board/Commission work plans by the end of the year. Chair Doscotch gave a review of the Community Health Committee work session with the City Council regarding the draft 2013 work plan. Members Doscotch, Kingston, Peterson and Ott-Pinckaers and Liaison Engelman attended the meeting. Suggestions Council members made for work plan consideration included participating with do.town, more active committee work, option for a baseline community health survey, and additional meetings throughout the year. Members also discussed potential opportunities to partner with other Boards/Commissions such as with the Park Board on a pilot community garden in Yorktown Park and bullying with the Human Rights Commission. Members on the Youth, Seniors and General Health subgroups were encouraged to continue meeting on their respective topics.

VII. CORRESPONDENCE AND PETITIONS

None presented.

VIII. CHAIR AND COMMITTEE MEMBER COMMENTS

Member Johnson reported that she and Liaison Engelman attended a "Heart To Heart" community event sponsored by the Minnesota Heart Institute on October 9. The Institute staged a screening for heart health indicators and an expert medical panel discussion followed on prevention of heart disease. Summary screening results may be available to the Community Health Committee. Member Johnson also reported that the senior subgroup has met to discuss senior issues in Edina, in particular VEAP and transportation concerns.

IX. STAFF COMMENTS

Liaison Engelman presented the tentative meeting schedule for 2013 and also discussed the 2013 joint Community Health Assessment with Bloomington and Richfield health boards. The Assessment is scheduled for May 21, 2013.

X. ADJOURNMENT

A motion was made by Member Kingston and seconded by Member Ott-Pinckers to adjourn. All voted aye. Meeting adjourned at 8:50 pm.

Respectfully submitted,
Sherry Engelman

Next Meeting: January 15, 2013

2013 Meeting Dates: Jan 15 March 19 May 21 July 16 September 17 October 16